
**MEMORANDUM OF AGREEMENT
BETWEEN THE
U.S. GEOLOGICAL SURVEY
AND
U.S. ARMY ENGINEER RESEARCH AND DEVELOPMENT CENTER**

ARTICLE 1. PURPOSE AND AUTHORITY

This Memorandum of Agreement (MOA) is entered into by and between the U.S. Army Engineer Research and Development Center (ERDC) and the U.S. Geological Survey (USGS) for the purpose of governing the respective responsibilities of the parties for the collection, analysis, interpretation, modeling, information management and reporting of biological, hydrological, geologic, geographic and other resources of mutual interest.

This MOA is entered into pursuant to the Economy in Government Act (31 U.S.C. 1535).

ARTICLE 2. SCOPE

Services and deliverables to be provided under this MOA include development of methods and protocols for monitoring biological resources, ecological studies, water resources analyses, imagery interpretation, data and map acquisition, information on geologic hazards, resources, and geologic processes, database development, provision of innovative information management solutions, and such other related goods or services as may be agreed upon in the future.

Nothing in this MOA shall be construed to require the USGS or ERDC to provide funds, goods, or services except as may be set forth in a properly approved Economy Act Work Order (WO).

ARTICLE 3. INTERAGENCY COMMUNICATIONS

To provide for consistent and effective communications between ERDC and USGS, each party shall appoint a Principal Representative to serve as its central point of contact on matters relating to this agreement.

For ERDC:

Ms. Bea Shahin
217/373-7234
b-shahin@cecer.army.mil

For USGS

Mr. Paul Dresler
703/648-4114
paul_dresler@usgs.gov

Additional representatives may be appointed to serve as points of contact if the complexity of the work effort requires.

ARTICLE 4. ECONOMY ACT WORK ORDERS

4.1 The specific work to be performed under this MOA will be set forth in future WOs and will be subject to the mutual agreement of the ERDC and USGS and will be signed by authorized representatives of each party.

4.2 The Performing Agency will provide no goods or services until the WO is signed and the Funding Agency has certified that the WO complies with the requirements of the Economy Act. Each WO will contain the following:

4.2.1 A statement of work (SOW) detailing the work items to be accomplished by each participant including the period of performance; and

4.2.2 The amount of funds required and available to accomplish the work requested; and

4.2.3 Schedule for payments and for completion of tasks; and

4.2.4 Funding arrangements, including whether payment shall be in advance or by reimbursement; and

4.2.5 Funding Agency's fund citation and the date upon which the cited funds expire for obligation purposes; and

4.2.6 Identification of each party's Task managers for the WO (see Article 5.2); and

4.2.7 Types and frequency of reports; and

4.2.8 Identification of which party is to be responsible for government-furnished equipment, contract administration, records maintenance, rights to data, software and intellectual property rights, and

4.2.9 Identify the types of contracts to be used (if known); and

4.2.10 Such other particulars as are necessary to describe clearly the obligations of the parties with respect to the requested goods and services.

4.3 ERDC and USGS will each assign a Task Manager for each WO. Each Task Manager will function much like a Contracting Officer's Technical Representative and will be responsible for providing coordination, integration, and technical administration of the Task. The Task Managers shall regularly meet, or otherwise communicate, to 1) plan work to be performed pursuant to this MOA, 2) propose, draft and coordinate the issuance of new WOs, 3) review and evaluate the progress of the work being performed, 4) prepare the annual budget, and 5) monitor the expenditure of funds. The Task Managers do not have the authority to issue or modify WOs without a written amendment.

4.4 Upon signature by each party's financial representatives, a WO shall constitute a valid order and must be in accordance with the provisions of this MOA.

ARTICLE 5. RESPONSIBILITIES OF THE PARTIES

5.1 The Performing Agency shall:

5.1.1 Provide the Funding Agency with goods and services in accordance with the purpose, terms, and conditions of this MOA and any subsequent WOs and implementing arrangements.

5.1.2 Identify authorized representatives to sign subsequent WOs; and

5.1.3 Use its best efforts to provide the requested goods or services either by in-house labor or by contract; and

5.1.4 Provide periodic progress, financial, and other reports to the Funding Agency as agreed to in the scope of work.

5.2 The Funding Agency shall:

5.2.1 Certify, prior to the execution of each WO under this MOA that the work complies with the requirements of the Economy in Government Act or other legal authority; and

5.2.2 Certify, prior to the beginning of any Task under this MOA that the funds necessary to accomplish the scope of work are available; and

5.2.3 Pay all costs associated with the Performing Agency's provision of goods or services under this MOA; and

5.2.4 Certify, following the provision of goods or services, that the Performing Agency has satisfactorily met its obligations under this MOA and subsequent WO, or provide to the Performing Agency a written description of the shortfall(s) or outstanding products.

ARTICLE 6. FUNDING

The Performing agency may not commence work until funds are received from the Funding Agency on an approved Economy Act work Order. If the Performing Agency forecasts its actual costs under a WO to exceed the amount of funds available under that WO, it shall promptly notify the Funding Agency of the amount of additional funds necessary to complete the work under that WO. The Funding Agency shall either provide the additional funds or require that the scope of work be limited to that which can be paid for by the then-available funds, or direct termination of the work under that WO.

ARTICLE 7. CONTRACTING

7.1 Accordance with FAR. The Performing Agency may identify tasks under a WO, which it is unable to perform and thus desires to proceed under a contract. All contracting activities shall be conducted in accordance with all applicable federal acquisition regulations.

7.2 Intellectual Property and Data Rights. All contracts executed pursuant to this MOA shall contain data rights and intellectual property clauses sufficient to protect the Government's interest.

7.3 Advance Notice. The Performing Agency shall notify the Funding Agency at least 30 days in advance of contracting.

ARTICLE 8. DISPUTE RESOLUTION

The parties agree that, in the event of a dispute between the parties, ERDC and USGS shall use their best efforts to resolve that dispute at the working level in an informal fashion through consultation, coordination, and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. In the event that such informal means cannot resolve the dispute, the issue will be raised to the agreement signatory level for final resolution.

ARTICLE 9. DISSEMINATION OF INFORMATION

9.1 Public Information. Prior to releasing information to the public through the Freedom of Information Act, 5 U.S.C. 552, or otherwise, regarding work undertaken pursuant to this MOA, ERDC and USGS shall coordinate and consult with each other.

9.2 Information to Congress. ERDC and USGS share joint responsibility for providing information to Congress, if necessary.

9.3 Procurement Actions. ERDC may respond directly on inquiries related to ERDC procurement actions and USGS may respond directly on inquiries related to USGS procurement actions.

9.4 The Performing Agency retains the right to publish and use the results of this work.

ARTICLE 10. APPLICABLE LAWS AND REGULATIONS

This MOA, and any work performed hereunder, is subject to the laws of the United States, and the delegated authority assigned to each party. Nothing in this MOA shall be construed as obligating either agency to the expenditure of funds or for future payment of money in excess of appropriations authorized by law.

ARTICLE 11. LIABILITY

If liability of any kind is imposed on the United States relating to the Performing Agency's provision of goods or services under this MOA, the Performing Agency will accept accountability for its actions. Based upon the availability of appropriations, the Funding Agency shall remain responsible as the program proponent for providing such funds as are necessary to discharge the liability, and all related costs.

ARTICLE 12. MISCELLANEOUS

12.1 Other Relationships or Obligations. This MOA shall not affect any preexisting or independent relationships or obligations between the parties.

12.2 Survival. The provisions of this MOA, which require performance after the expiration, or termination of this MOA shall remain in force notwithstanding the expiration or termination of this MOA.

12.3 Severability. If any provision of this MOA is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

ARTICLE 13. AMENDMENT, MODIFICATION, AND TERMINATION

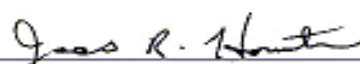
This MOA may be modified or amended only by written mutual agreement between the parties. Either party may terminate this agreement by providing written notice to the other party. The termination shall be effective sixty (60) days following notice, unless a later date is set forth. In the event of termination, the Funding Agency shall be responsible for all costs incurred up to the time of termination.

ARTICLE 14. EFFECTIVE DATE

This MOA shall become effective when signed by both/all parties and shall expire in 5 years unless terminated earlier by either party in accordance with Article 13.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as follows:

U.S. Army Engineer Research and Development Center



JAMES R. HOUSTON, Ph.D.
Director

3/19/03
Date

U.S. Geological Survey



CHARLES C. GROAT, Ph.D.
Director

MARCH 4, 2003
Date